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Incipio Technologies, Inc.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SHENZHEN JAME
TECHNOLOGY CORP. LTD., a
Chinese corporation,

Plaintiff,

v.

VINCI BRANDS LLC, a Delaware
limited liability company; INCIPIO
TECHNOLOGIES, INC., a
California corporation; and DOES 1-
50, inclusive,

Defendants.

Case No. 8:23-cv-00372-FWS-JDE

The Honorable Fred A. Slaughter
Ctrm. 10D

**Incipio Technologies, Inc.’s
Answer to Complaint
and Demand for Jury Trial**

FAC Filed: March 22, 2023

Defendant Incipio Technologies, Inc. (“Incipio Tech”) answers the complaint (“Complaint”) of plaintiff Shenzhen Jame Technology Corp. Ltd. (“Plaintiff”) as follows:

NATURE OF ACTION

1. Answering Paragraph 1 of the Complaint, Incipio Tech lacks sufficient information and belief to respond to Plaintiff’s allegations and on that basis denies them.

2. Answering Paragraph 2 of the Complaint, Incipio Tech lacks sufficient information and belief to respond to Plaintiff's allegations and on that basis denies them.

THE PARTIES

JURISDICTION AND VENUE

12. Answering Paragraph 12 of the Complaint, Incipio Tech admits the allegations in this paragraph.

13. Answering Paragraph 13 of the Complaint, Incipio Tech admits that this court has personal jurisdiction over Incipio Tech. Except as expressly admitted above, Incipio Tech denies the remaining allegations in Paragraph 13.

14. Answering Paragraph 14 of the Complaint, Incipio Tech lacks sufficient information and belief to respond to Plaintiff's allegations and on that basis denies them.

STATEMENT OF FACTS

15. Answering Paragraph 15 of the Complaint, Incipio Tech lacks sufficient information and belief to respond to Plaintiff's allegations and on that basis denies them.

16. Answering Paragraph 16 of the Complaint, Incipio Tech denies the allegations in this paragraph.

17. Answering Paragraph 17 of the Complaint, Incipio Tech denies the allegations in this paragraph.

18. Answering Paragraph 18 of the Complaint, Incipio Tech denies the allegations in this paragraph.

19. Answering Paragraph 19 of the Complaint, Incipio Tech denies the allegations in this paragraph.

20. Answering Paragraph 20 of the Complaint, Incipio Tech denies the allegations in this paragraph.

21. Answering Paragraph 21 of the Complaint, Incipio Tech denies the allegations in this paragraph.

22. Answering Paragraph 22 of the Complaint, Incipio Tech denies the allegations in this paragraph.

23. Answering Paragraph 23 of the Complaint, Incipio Tech denies the allegations in this paragraph.

1 24. Answering Paragraph 24 of the Complaint, Incipio Tech lacks
2 sufficient information and belief to respond to Plaintiff's allegations and on that
3 basis denies them.

4 25. Answering Paragraph 25 of the Complaint, Incipio Tech lacks
5 sufficient information and belief to respond to Plaintiff's allegations and on that
6 basis denies them.

7 26. Answering Paragraph 26 of the Complaint, Incipio Tech lacks
8 sufficient information and belief to respond to Plaintiff's allegations and on that
9 basis denies them.

10 27. Answering Paragraph 27 of the Complaint, Incipio Tech lacks
11 sufficient information and belief to respond to Plaintiff's allegations and on that
12 basis denies them.

13 28. Answering Paragraph 28 of the Complaint, Incipio Tech lacks
14 sufficient information and belief to respond to Plaintiff's allegations and on that
15 basis denies them.

16 29. Answering Paragraph 29 of the Complaint, Incipio Tech lacks
17 sufficient information and belief to respond to Plaintiff's allegations and on that
18 basis denies them.

19 30. Answering Paragraph 30 of the Complaint, Incipio Tech lacks
20 sufficient information and belief to respond to Plaintiff's allegations and on that
21 basis denies them.

22 31. Answering Paragraph 31 of the Complaint, Incipio Tech lacks
23 sufficient information and belief to respond to Plaintiff's allegations and on that
24 basis denies them.

25 32. Answering Paragraph 32 of the Complaint, Incipio Tech lacks
26 sufficient information and belief to respond to Plaintiff's allegations and on that
27 basis denies them.

28 33. Answering Paragraph 33 of the Complaint, Incipio Tech lacks

1 sufficient information and belief to respond to Plaintiff's allegations and on that
2 basis denies them.

3 34. Answering Paragraph 34 of the Complaint, Incipio Tech lacks
4 sufficient information and belief to respond to Plaintiff's allegations and on that
5 basis denies them.

6 35. Answering Paragraph 35 of the Complaint, Incipio Tech lacks
7 sufficient information and belief to respond to Plaintiff's allegations and on that
8 basis denies them.

9 36. Answering Paragraph 36 of the Complaint, Incipio Tech lacks
10 sufficient information and belief to respond to Plaintiff's allegations and on that
11 basis denies them.

12 **COUNT I – BREACH OF CONTRACT AGAINST VINCI**

13 37. Answering Paragraph 37 of the Complaint, Incipio Tech repeats,
14 realleges, and incorporated by reference each response made to Paragraphs 1
15 through 36, above.

16 38. Answering Paragraph 38 of the Complaint, Incipio Tech notes that this
17 count is alleged against defendant Vinci and, therefore, Incipio Tech need not
18 respond to this paragraph. If a response is required, Incipio Tech denies the
19 allegations in this paragraph.

20 39. Answering Paragraph 39 of the Complaint, Incipio Tech notes that this
21 count is alleged against defendant Vinci and, therefore, Incipio Tech need not
22 respond to this paragraph. If a response is required, Incipio Tech denies the
23 allegations in this paragraph.

24 40. Answering Paragraph 40 of the Complaint, Incipio Tech notes that this
25 count is alleged against defendant Vinci and, therefore, Incipio Tech need not
26 respond to this paragraph. If a response is required, Incipio Tech denies the
27 allegations in this paragraph.

28 41. Answering Paragraph 41 of the Complaint, Incipio Tech notes that this

1 count is alleged against defendant Vinci and, therefore, Incipio Tech need not
2 respond to this paragraph. If a response is required, Incipio Tech denies the
3 allegations in this paragraph.

4 42. Answering Paragraph 42 of the Complaint, Incipio Tech notes that this
5 count is alleged against defendant Vinci and, therefore, Incipio Tech need not
6 respond to this paragraph. If a response is required, Incipio Tech denies the
7 allegations in this paragraph.

8 43. Answering Paragraph 43 of the Complaint, Incipio Tech notes that this
9 count is alleged against defendant Vinci and, therefore, Incipio Tech need not
10 respond to this paragraph. If a response is required, Incipio Tech denies the
11 allegations in this paragraph.

12 44. Answering Paragraph 44 of the Complaint, Incipio Tech notes that this
13 count is alleged against defendant Vinci and, therefore, Incipio Tech need not
14 respond to this paragraph. If a response is required, Incipio Tech denies the
15 allegations in this paragraph.

16 45. Answering Paragraph 45 of the Complaint, Incipio Tech notes that this
17 count is alleged against defendant Vinci and, therefore, Incipio Tech need not
18 respond to this paragraph. If a response is required, Incipio Tech denies the
19 allegations in this paragraph.

20 46. Answering Paragraph 46 of the Complaint, Incipio Tech notes that this
21 count is alleged against defendant Vinci and, therefore, Incipio Tech need not
22 respond to this paragraph. If a response is required, Incipio Tech denies the
23 allegations in this paragraph.

24 47. Answering Paragraph 47 of the Complaint, Incipio Tech notes that this
25 count is alleged against defendant Vinci and, therefore, Incipio Tech need not
26 respond to this paragraph. If a response is required, Incipio Tech denies the
27 allegations in this paragraph.
28

COUNT II – BREACH OF CONTRACT AGAINST INCIPIO

48. Answering Paragraph 48 of the Complaint, Incipio Tech repeats, realleges, and incorporated by reference each response made to Paragraphs 1 through 47, above.

49. Answering Paragraph 49 of the Complaint, Incipio Tech denies the allegations in this paragraph.

50. Answering Paragraph 50 of the Complaint, Incipio Tech denies the allegations in this paragraph.

51. Answering Paragraph 51 of the Complaint, Incipio Tech denies the allegations in this paragraph.

52. Answering Paragraph 52 of the Complaint, Incipio Tech denies the allegations in this paragraph.

53. Answering Paragraph 53 of the Complaint, Incipio Tech denies the allegations in this paragraph.

COUNT III – ACCOUNT STATED AGAINST VINCI

54. Answering Paragraph 54 of the Complaint, Incipio Tech repeats, realleges, and incorporated by reference each response made to Paragraphs 1 through 53, above.

55. Answering Paragraph 55 of the Complaint, Incipio Tech notes that this count is alleged against defendant Vinci and, therefore, Incipio Tech need not respond to this paragraph. If a response is required, Incipio Tech denies the allegations in this paragraph.

56. Answering Paragraph 56 of the Complaint, Incipio Tech notes that this count is alleged against defendant Vinci and, therefore, Incipio Tech need not respond to this paragraph. If a response is required, Incipio Tech denies the allegations in this paragraph.

57. Answering Paragraph 57 of the Complaint, Incipio Tech notes that this count is alleged against defendant Vinci and, therefore, Incipio Tech need not

1 respond to this paragraph. If a response is required, Incipio Tech denies the
2 allegations in this paragraph.

3 58. Answering Paragraph 58 of the Complaint, Incipio Tech notes that this
4 count is alleged against defendant Vinci and, therefore, Incipio Tech need not
5 respond to this paragraph. If a response is required, Incipio Tech denies the
6 allegations in this paragraph.

7 59. Answering Paragraph 59 of the Complaint, Incipio Tech notes that this
8 count is alleged against defendant Vinci and, therefore, Incipio Tech need not
9 respond to this paragraph. If a response is required, Incipio Tech denies the
10 allegations in this paragraph.

11 60. Answering Paragraph 60 of the Complaint, Incipio Tech notes that this
12 count is alleged against defendant Vinci and, therefore, Incipio Tech need not
13 respond to this paragraph. If a response is required, Incipio Tech denies the
14 allegations in this paragraph.

15 **COUNT IV – ACCOUNT STATED AGAINST INCIPIO**

16 61. Answering Paragraph 61 of the Complaint, Incipio Tech repeats,
17 realleges, and incorporated by reference each response made to Paragraphs 1
18 through 60, above.

19 62. Answering Paragraph 62 of the Complaint, Incipio Tech denies the
20 allegations in this paragraph.

21 63. Answering Paragraph 63 of the Complaint, Incipio Tech denies the
22 allegations in this paragraph.

23 64. Answering Paragraph 64 of the Complaint, Incipio Tech denies the
24 allegations in this paragraph.

25 65. Answering Paragraph 65 of the Complaint, Incipio Tech denies the
26 allegations in this paragraph.

27 66. Answering Paragraph 66 of the Complaint, Incipio Tech denies the
28 allegations in this paragraph.

67. Answering Paragraph 67 of the Complaint, Incipio Tech denies the allegations in this paragraph.

**COUNT V – VIOLATION OF CALIFORNIA UNFAIR COMPETITION
LAW AGAINST VINCI (CAL. BUS. & PROF. CODE §§ 17200ET SEQ.)**

68. Answering Paragraph 68 of the Complaint, Incipio Tech repeats, realleges, and incorporated by reference each response made to Paragraphs 1 through 67, above.

69. Answering Paragraph 69 of the Complaint, Incipio Tech notes that this count is alleged against defendant Vinci and, therefore, Incipio Tech need not respond to this paragraph. If a response is required, Incipio Tech denies the allegations in this paragraph.

70. Answering Paragraph 70 of the Complaint, Incipio Tech notes that this count is alleged against defendant Vinci and, therefore, Incipio Tech need not respond to this paragraph. If a response is required, Incipio Tech denies the allegations in this paragraph.

71. Answering Paragraph 71 of the Complaint, Incipio Tech notes that this count is alleged against defendant Vinci and, therefore, Incipio Tech need not respond to this paragraph. If a response is required, Incipio Tech denies the allegations in this paragraph.

**COUNT VI – VIOLATION OF CALIFORNIA UNFAIR COMPETITION
LAW AGAINST INCIPIO (CAL. BUS. & PROF. CODE §§ 17200ET SEQ.)**

72. Answering Paragraph 72 of the Complaint, Incipio Tech repeats, realleges, and incorporated by reference each response made to Paragraphs 1 through 71, above.

73. Answering Paragraph 73 of the Complaint, Incipio Tech denies the allegations in this paragraph.

74. Answering Paragraph 74 of the Complaint, Incipio Tech denies the allegations in this paragraph.

1 75. Answering Paragraph 75 of the Complaint, Incipio Tech denies the
2 allegations in this paragraph.

3 **PRAYER FOR RELIEF**

4 Incipio Tech denies the allegations in Plaintiff's prayer for relief and denies
5 that Plaintiff is entitled to any of the relief requested therein.

6 **AFFIRMATIVE DEFENSES**

7 1. As separate and affirmative defenses and objections to the Complaint,
8 Incipio Tech further alleges as follows:

9 **FIRST AFFIRMATIVE DEFENSE**

10 2. Plaintiff's First Amended Complaint, and each and every claim for
11 relief alleged therein, fails to state facts sufficient to constitute a claim for relief
12 against Incipio Tech.

13 **SECOND AFFIRMATIVE DEFENSE**

14 3. Plaintiff's First Amended Complaint against Incipio Tech, and each
15 and every claim for relief asserted against Incipio Tech, fails because Incipio Tech
16 was not a party to the contract or contracts that form the basis of Plaintiff's First
17 Amended Complaint.

18 **THIRD AFFIRMATIVE DEFENSE**

19 4. Plaintiff's First Amended Complaint against Incipio Tech, and each
20 and every claim for relief asserted against Incipio Tech, fails by reason of the lack
21 of consideration that defeats the effectiveness of the alleged contracts that form the
22 basis of Plaintiff's First Amended Complaint. because Incipio Tech was not a party
23 to the contract or contracts that form the basis of Plaintiff's First Amended
24 Complaint.

25 **FOURTH AFFIRMATIVE DEFENSE**

26 5. Plaintiff is barred from recovering any damages or other relief by
27 reason of its failure to perform.
28

FIFTH AFFIRMATIVE DEFENSE

6. Plaintiff has not used reasonable care and diligence to mitigate its losses, if any, and the damages, if any, allegedly suffered by Plaintiff are therefore barred.

SIXTH AFFIRMATIVE DEFENSE

7. Plaintiff's claims for relief are barred by any and all applicable statutes of limitation.

SEVENTH AFFIRMATIVE DEFENSE

8. Plaintiff has waived each and every of its claims for relief against Incipio Tech by reason of its knowing and voluntary acts, omissions and representations.

EIGHTH AFFIRMATIVE DEFENSE

9. Plaintiff is estopped and barred from asserting each and every of its claims for relief against Incipio Tech by its own acts, omissions and representations.

NINTH AFFIRMATIVE DEFENSE

10. Plaintiff is informed and believes, and thereupon alleges, that Plaintiff has unreasonably delayed in bringing this action against Incipio Tech, and further that such delay has resulted in prejudice to Incipio Tech, and that Plaintiff's claims for relief are therefore barred by the equitable doctrine of laches.

TENTH AFFIRMATIVE DEFENSE

11. Plaintiff's First Amended Complaint and each and every claim for relief alleged therein is barred by the equitable defense of unclean hands.

ELEVENTH AFFIRMATIVE DEFENSE

12. To the extent it was under any contractual or non-contractual duty or obligation, Incipio Tech has completely performed any and all such duties and obligations which were not otherwise discharged.

TWELFTH AFFIRMATIVE DEFENSE

13. Discovery in this matter may reveal additional bases for an avoidance or affirmative defense. Incipio Tech reserves the right to amend this answer to plead such affirmative defenses should they be discovered.

WHEREFORE, Incipio Tech prays for relief as follows:

1. That the Court deny all relief requested by Plaintiff;
2. That judgment be entered in Incipio Tech's favor on the First Amended Complaint;
3. That Incipio Tech be awarded its costs of suit and attorneys' fees to the extent recoverable by law; and
4. That Incipio Tech be granted such other and further relief as the Court deems appropriate.

JURY DEMAND

Incipio Tech demands a trial by jury on all issues so triable.

Dated: April 20, 2023

SNELL & WILMER L.L.P.

By: /s/Jeffrey M. Singletary
Steven T. Graham
Jeffrey M. Singletary
Attorneys for Defendant
Incipio Technologies, Inc.